

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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:
ROSALINDA TULL, :
:
Plaintiff, : 16-CV-01010 (BMC)
:
v. : 225 Cadman Plaza
:
NYCHA-PENN-WORTMAN HOUSES MANAGEMENT :
OFFICE, *et al.*, :
:
Defendants. : August 22, 2018
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TRANSCRIPT OF CIVIL CAUSE FOR SETTLEMENT CONFERENCE
BEFORE THE HONORABLE LOIS BLOOM
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For the Plaintiff: JENNIFER DELGADO, ESQ.
RACHEL WARREN, ESQ.
Lowenstein Sandler, LLP
1251 Avenue of the Americas
New York, New York 10020

For the Defendants: JUDITH JOSEPH-JENKINS, ESQ.
NANCY M. HARNETT, ESQ.
New York City Housing Authority
Law Department
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New York, New York 10007

Court Transcriber: RUTH ANN HAGER, C.E.T.**D-641
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1 (Proceedings began at 10:23 a.m.)

2 THE CLERK: Civil Cause for settlement conference,
3 docket number 16-CV-01010, Tull v. NYCHA-Penn-Wortman Houses
4 Management, et al.

5 Would the parties please state your names for the
6 record?

7 MR. DELGADO: Jennifer Delgado of Lowenstein
8 Sandler. I'm with Rachel Warren of Lowenstein Sandler and we
9 represent Rosalinda Tull, the plaintiff.

10 MS. JOSEPH-JENKINS: Judith Joseph-Jenkins. I'm
11 here today with Nancy Harnett who represents the New York City
12 Housing Authority.

13 THE CLERK: The Honorable Lois Bloom presiding.

14 THE COURT: Good morning, Ms. Delgado, Ms. Warren,
15 Ms. Joseph-Jenkins, Ms. Harnett. Welcome to the court and
16 welcome back, Ms. Tull.

17 MS. TULL: Good morning.

18 THE COURT: This is on for second settlement
19 conference which I don't do in many cases, but I felt like in
20 this case if the parties could get this case resolved it will
21 lift a weight off of everybody's shoulder and it will have
22 true life-giving meaning for Ms. Tull. It won't just be about
23 money. And so if we could resolve this case today and put it
24 on the record and then everybody just has to go about their
25 business to make it happen, as you know I generally conduct

1 all matters in open court but with permission of the parties.
2 We could go off the record to discuss this and I can break
3 into separate sessions where I put plaintiff and her attorneys
4 in one room and defendant in the other room.

5 So I would like your permission to go off the
6 record, but I would like a chance to speak to us all in one
7 room off the record for a little bit before we break into
8 separate sessions.

9 Ms. Tull, would you consent to go off the record and
10 to speak about the case today?

11 MS. TULL: Yes.

12 THE COURT: And Ms. Warren, just so it's on the
13 record and, Ms. Delgado, do you consent to going off the
14 record with your client?

15 MS. WARREN: Yes, we do.

16 THE COURT: And on behalf of the City Housing
17 Authority do you consent to go off the record today,
18 Ms. Judith Joseph-Jenkins?

19 MS. JOSEPH-JENKINS: We do.

20 THE COURT: Thank you. I just like saying your
21 name, I think.

22 MS. JOSEPH-JENKINS: Okay.

23 THE COURT: So with that, we're going to go off the
24 record. Thank you.

25 (Off the record.)

1 THE COURT: We are back on the record in Tull v.
2 NYCHA-Penn-Wortman Houses, 16-CV-01010. I have been going
3 back and forth between the parties who have been discussing
4 how the case could be resolved on consent and I am happy to
5 report that the parties have reached an agreement to settle
6 the case.

7 Now, Ms. Tull, you have been represented ably by
8 Ms. Delgado and Ms. Warren who have discussed this matter with
9 you. Is that correct?

10 MS. TULL: Yes.

11 THE COURT: And I explained to you that if we go
12 into court and we put the terms of the agreement on the record
13 and everybody agrees that those are the terms that is a
14 binding and enforceable agreement. Do you understand that?

15 MS. TULL: Yes.

16 THE COURT: And that if you agree to the terms on
17 the record you cannot then wake up tomorrow or next week or
18 next month or next year and change your mind. Do you
19 understand?

20 MS. TULL: Yes.

21 THE COURT: Okay. And I have had the assistance of
22 Ms. Judith Joseph-Jenkins and Ms. Nancy Harnett from the New
23 York City Housing Authority and Ms. Nancy Harnett is the
24 assistance general counsel. Is that correct?

25 MS. HARNETT: Yes, Your Honor.

1 THE COURT: And I have also said to you and to
2 Ms. Joseph-Jenkins that if you represent you have the
3 authority to settle on these terms that this is a binding and
4 enforceable agreement on behalf of NYCHA. Do you understand
5 that, Ms. Harnett?

6 MS. HARNETT: Yes, Your Honor.

7 THE COURT: Very good. So now I'm going to set
8 forth on the record the terms of the agreement.

9 Now, some of these things are things that we do not
10 yet have a date for. So Ms. Tull is agreeing to settle her
11 case by being given a new one-bedroom apartment that she has
12 already seen at 185 Nevins, Apartment 17H, in exchange for the
13 apartment that she has been living in at 875 Pennsylvania
14 Avenue 14M. Is that correct, Ms. Tull?

15 MS. TULL: Yes.

16 THE COURT: And that you have agreed to accept
17 \$70,2 -- \$72,500 from New York City Housing Authority to
18 settle this case. Is that correct?

19 MS. TULL: Yes. Yes.

20 THE COURT: And that the 2500 of the 72.5 will be
21 given to you upon signing of the agreement so that you can
22 hire movers. Is that correct?

23 MS. TULL: Yes.

24 THE COURT: And that the other \$70,000 will be given
25 to you within 30 to 60 days after the stipulation of

1 settlement is filed with the court. Do you understand that?

2 MS. TULL: Yes.

3 THE COURT: That these other parts of the agreement
4 are you will be given one week from the date that you schedule
5 to move into the 185 Nevins Street 17H apartment to then turn
6 over the keys to your 875 Pennsylvania Avenue, 14M apartment.
7 Do you understand that?

8 MS. TULL: Yes.

9 THE COURT: And that will include the keys to the
10 actual apartment, to the front door and the mail key. Do you
11 understand?

12 MS. TULL: Yes.

13 THE COURT: And that one week will be scheduled once
14 we know the date you have agreed to move. Do you understand?

15 MS. TULL: Yes.

16 THE COURT: And that there may be, but we're not
17 sure, a new lease that you're required to sign because you're
18 moving from one NYCHA housing project to a different NYCHA
19 housing project. And if there is a new lease Ms. Harnett and
20 Ms. Joseph-Jenkins will get that to your lawyers by next week
21 so you could review it with them. Do you understand?

22 MS. TULL: Yes.

23 THE COURT: And part of this agreement is that you
24 want to be able to install air conditioners so that you can
25 open your windows and the New York City Housing Authority has

1 agreed that you will be able to install air conditioners at
2 your own expense, that there will be no charge assessed to you
3 about the air conditioners, but they must be installed
4 professionally by a company with insurance. Do you
5 understand?

6 MS. TULL: Yes.

7 THE COURT: And that the New York City Housing
8 Authority has the right to inspect the installation of the air
9 conditioners within three days of them being installed. Do
10 you understand?

11 MS. TULL: Yes.

12 THE COURT: By next week New York City Housing
13 Authority will forward to your attorneys a report regarding
14 the air quality in Apartment 17H at 185 Nevins. Do you
15 understand?

16 MS. TULL: Yes. Yes.

17 THE COURT: And they will also certify that there
18 are outlets that will support an 8,000 BTU air conditioning
19 unit in both the living room area and in the bedroom area. Do
20 you understand?

21 MS. TULL: Yes.

22 THE COURT: And there will be a mutual release
23 giving up any claim that you could have, should have, could
24 have, would have or should have brought against NYCHA from the
25 day the world started until the day you sign the agreement.

1 Do you understand?

2 MS. TULL: Yes.

3 THE COURT: And the release will only be regarding
4 past claims, no future claims. Do you understand?

5 MS. TULL: Yes.

6 THE COURT: And NYCHA will include a clause saying
7 that no new tenant will be -- rented the apartment 14M at 1875
8 Pennsylvania Avenue until all the repairs have been made in
9 that unit. Do you understand?

10 MS. TULL: Yes.

11 THE COURT: And you have agreed to keep this
12 settlement agreement confidential. Do you understand?

13 MS. TULL: Yes.

14 THE COURT: And the defendant and you have agreed to
15 destroy all confidential discovery materials that have been
16 exchanged. Do you understand?

17 MS. TULL: Yes.

18 THE COURT: I don't think I said this. Once your
19 air conditioners are installed NYCHA charges disabled people
20 \$8 per unit per month and that will be assessed on each air
21 conditioner in your apartment. Do you understand?

22 MS. TULL: Yes.

23 THE COURT: Have you discussed this settlement with
24 your attorneys?

25 MS. TULL: Yes.

1 THE COURT: And are you entering into this
2 settlement voluntarily and of your own free will?

3 MS. TULL: Yes.

4 THE COURT: And is your mind clear as you are before
5 the court today?

6 MS. TULL: Very clear. Yes.

7 THE COURT: Have you taken any medications or drugs
8 today?

9 MS. TULL: Medications. My blood medicine. That's
10 it.

11 THE COURT: So tell me what medication you're on.

12 MS. TULL: Plavix and aspirin.

13 THE COURT: And does that interfere at all with your
14 clear thinking?

15 MS. TULL: No.

16 THE COURT: Have you had anything to drink today?

17 MS. TULL: Water.

18 THE COURT: So your mind is clear?

19 MS. TULL: Yes, it is.

20 THE COURT: And you are voluntarily entering into
21 this agreement to settle your case?

22 MS. TULL: Yes.

23 THE COURT: Thank you. Can you pass it to
24 Ms. Delgado?

25 Ms. Delgado, have you discussed all of these terms

1 with your client, Ms. Tull?

2 MS. DELGADO: Yes, I have.

3 THE COURT: Do you believe she understands the
4 agreement?

5 MS. DELGADO: Yes, I do.

6 THE COURT: And to the best of your knowledge is she
7 competent in entering this agreement voluntarily?

8 MS. DELGADO: Yes, to the best of my knowledge.

9 THE COURT: Thank you. And on behalf of the New
10 York City Housing Authority, Ms. Joseph-Jenkins, you've heard
11 me recite all the terms of the agreement. Are those the terms
12 that the New York City Housing Authority has agreed to to
13 settle this case?

14 MS. JOSEPH-JENKINS: Yes, Your Honor.

15 THE COURT: And Assistant General Counsel Nancy
16 Harnett, do you have authority on behalf of the New York City
17 Housing Authority to enter into this agreement with all of the
18 terms that I have stated on the record?

19 MS. HARNETT: Yes, Your Honor.

20 THE COURT: Very good. We have a deal. The case has
21 been settled. I am going to write on the minute entry that
22 the parties have settled the case on the record and that the
23 stipulation discontinuing the case shall be filed by
24 September 28th, but you all have your work to do to make this
25 happen. I'm very happy for you, Ms. Tull. I wish you good

1 health and good luck in this new apartment. I hope it's a
2 beautiful home for you. Is there anything else that needs to
3 be addressed on behalf of Ms. Tull today?

4 MS. DELGADO: No, Your Honor.

5 THE COURT: So with the thanks of the court,
6 Ms. Delgado, Ms. Warren, Ms. Joseph-Jenkins and Ms. Harnett we
7 could not have gotten this done without all of your hard work.
8 So the pro bono work of Lowenstein Sandler was exemplary.
9 Thank you for your hard work on this. And Ms. Harnett and
10 Ms. Joseph-Jenkins, I hope you have a wonderful vacation next
11 week. But before you leave that error report, that
12 certification of the electric and the new lease for the Wykoff
13 185 Nevins 17H apartment, please. Okay.

14 With that, we are adjourned. Thank you.

15 ATTORNEYS: Thank you, Your Honor.

16 (Proceedings concluded at 1:21 p.m.)

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1 I certify that the foregoing is a court transcript
2 from an electronic sound recording of the proceedings in the
3 above-entitled matter.

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6 Ruth Ann Hager, C.E.T.**D-641

7 Dated: September 4, 2018
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